

REMARKS

This Amendment is submitted in response to the Office Action dated February 3, 2006, having a shortened statutory period set to expire May 3, 2006. Applicants have amended Claim 59, and canceled Claims 60-62. Therefore, Claim 59 is now pending in the present application. No new matter has been entered by these amendments.

Claim Rejections under 35 U.S.C. §102

In section 9 of the present Office Action, Claims 59-61 have been rejected under 35 U.S.C. §102(b) as being anticipated by *Williams et al.* (U.S. Patent No. 5,808,767). That rejection is respectfully traversed and reconsideration of the claims is requested.

Independent Claim 59 in the present application has been amended to include the recites that “*each optical transceiver exclusively assigned to a subscriber destination to allocate unshared bandwidth to its assigned subscriber destination.*” While the present Office Action argues on pages 2-4 that *Williams* discloses such a system of optical transceivers, the Examiner merely admits that each transceiver operates on a distinct wavelength and that wavelengths are dynamically assigned to subscriber destinations (see page 3 of the present Office Action). Applicants pointed out in our previous response that the present invention was claiming the assignment of each optical transceiver to a subscriber destination, not merely assigning the unshared bandwidth to either the transceiver or the destination. At col. 11, lines 47 – col. 12, line 6, *Williams* describes an example of a narrow band telephone call using the dynamic bandwidth allocation procedure of the preferred embodiment of Figure 1. At col. 11, lines 55-60, *Williams* teaches that if the bandwidth necessary for the telephone call is available on the fiber 104, the interface at the central office for corresponding MAC 105 allocates a wavelength and a time slot on fiber 104 to the desired telephone call and transmits back a signaling message identifying the allocated wavelength and time slot...” *Williams* further states at col. 12, lines 1-6, that “similar procedures are used to obtain broadband channels and associated signaling channels...” If *Williams* was teaching a system that provided exclusive assignment of an optical transceiver to a particular subscriber destination, the system would never need circuitry and functionality to determine “if the bandwidth necessary for the telephone call is available.” The system would always have the bandwidth available because it would have been exclusively

assigned to the subscriber destination. This is the point of the present invention.

The Examiner points to col. 12, lines 41-44 for the proposition that *Williams* teaches exclusively assigning bandwidth to particular users. However, this statement merely in *Williams* acknowledges that *Williams* teaches providing a separate wavelength to a particular customer that has been granted a frequency and time slot. The only logical conclusion from this teaching of *Williams* is that at another time, another customer premise could be assigned the same wavelength and thus lock-out a requesting customer premise because the bandwidth is not available (again see col. 11, lines 55-61). There is nothing “exclusive” about this wavelength. Still further, *Williams*’ system is described as clearly allocating a “wavelength and a time slot on fiber 104” (see col. 11, line 58). There is nothing within the *Williams* teaching that suggests other time slots within the same wavelength are not assigned to other customer premises. In fact, this teaching of *Williams* clearly implies that wavelengths are shared among customer premises. Otherwise, what would be the purpose of assigning both the wavelength and time slot. *Williams* statement at col. 12, lines 41-44 that separation of wavelengths provides security is correct vis-à-vis other wavelengths, but does not seem to recognize the security risk as between the assigned time slots.

Williams stated advantages of WDM does not “disclose” the invention as required under §102. A reference must teach or inherently disclose an element to support a rejection under §102. *Williams* clearly teaches only assigning bandwidth when and if it is available, not providing an exclusive ownership of a wavelength for particular customer premises. *Williams* only teaches that a wavelength and time slot combination are exclusively assigned to a particular customer premise. Nothing within *Williams* suggests that other time slots within the same wavelength are not assigned to other customer premises.

More specifically, with reference now back to Claim 59, *Williams* nowhere shows or suggests a point of distribution “including a WDM splitter coupled to the WDM selector via the upstream optical plant and coupled to each of the plurality of optical transceivers via a separate fiber optic cable.” Claim 59 now recites, *inter alia*:

the optical plant including an upstream optical plant; and



the point of distribution including a WDM splitter coupled to the WDM selector via the upstream optical plant and coupled to each of the plurality of optical transceivers via a separate fiber optic cable.

As the Examiner has not rejected these elements originating in canceled dependent claim 62, Applicants believe that Claim 59 is allowable over *Williams* and the present application is in condition for allowance.

For the reasons given above, Applicants respectfully submit that *Williams* does not show or suggest the present invention as claimed in independent Claim 59. Applicants respectfully request reconsideration of the rejection of Claim 59 under 35 U.S.C. § 102(b). Applicant's believe that the pending claims are clearly patentable over the prior art of record and that the present application is in condition for allowance.

Respectfully submitted,

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